

CARDIFF.051A



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PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Mark Rom)
App. No. : 09/804,835)
Filed : March 13, 2001)
For : DETERMINING FORM)
IDENTIFICATION THROUGH THE)
SPATIAL RELATIONSHIP OF)
INPUT DATA)
Examiner : Unknown)

#10
D21112
9-11-02

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ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION
AND
REVOCATION AND POWER OF ATTORNEY

United States Patent and Trademark Office
P.O. Box 2327
Arlington, VA 22202

Dear Sir:

The undersigned is empowered to act on behalf of the assignee below (the "Assignee"). A Petition Under 37 CFR § 1.47(b) was granted by the PTO on May 10, 2002. Assignee makes application for patent on behalf of and as agent for all the inventors (37 CFR § 1.47(b)). A true copy of the grant of petition for the above-captioned application is attached hereto.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that willful, false statements may jeopardize the validity of the application, or any patent issuing thereon.

The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, 620 Newport Center Drive, Sixteenth Floor, Newport Beach, California 92660, Telephone

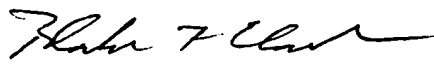
App. No. : 09/804,835
Filed : March 13, 2001

(949) 760-0404, **Customer No. 20,995**, as its attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please use **Customer No. 20,995** for all communications.

Cardiff Software, Inc.

Dated: July 8, 2002

By: 
Blake Clark

Title: Chief Financial Officer

Address: 3220 Executive Ridge Drive, Vista,
California 92083

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UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20231
www.uspto.gov

Paper No. 9

KNOBBE MARTENS OLSON & BEAR
620 NEWPORT CENTER DRIVE
SIXTEENTH FLOOR
NEWPORT BEACH, CA 92660

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MAY 10 2002

OFFICE OF PETITIONS

In re Application of
Mark Rom
Application No. 09/804,835
Filed: March 13, 2001
For: DETERMINING FORM IDENTIFICATION
THROUGH THE SPATIAL RELATIONSHIP OF
INPUT DATE

:
:
: DECISION ACCORDING STATUS
: UNDER 37 CFR 1.47(b)
:
:
:

This is in response to the "Petition Under 37 CFR 1.47(b)," filed
January 25, 2002 and May 3, 2002.

The petition is granted.

This application and papers have been reviewed and found in compliance
with 37 CFR 1.47(b). This application is hereby accorded Rule 1.47(b)
status.

Petitioner has demonstrated that the non-signing inventor has refused
to join in the filing of the above-identified application after having
been presented with the application papers. Specifically, petitioner
establishes that the inventor was mailed the application papers,
including the specification, claims and drawings, but failed to
respond to the request that he sign the declaration. Petitioner has
submitted a declaration in compliance with 37 CFR 1.63 and 1.64 and
demonstrated that such action is necessary to prevent irreparable
damage.

As provided in Rule 1.47(b), this Office will forward notice of this
application's filing to the non-signing inventor at the address given
in the petition. Notice of the filing of this application will also
be published in the Official Gazette.

An additional one-month extension of time fee (\$260) was charged to
Deposit Account No. 11-1410, as authorized by petitioner.

Telephone inquiries regarding this communication should be directed to
Wan Laymon at (703)306-5685.

This application is being forwarded to Initial Patent Examination
Division for further preexamination processing.

Frances Hicks
Frances Hicks
Lead Petitions Examiner
Office of Petitions
Office of the Deputy Commissioner
for Patent Examination Policy

CARDIFF.051A



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Applicant	:	Mark Rom)	Group Art Unit 2621
)	
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Filed	:	March 13, 2001)	
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For	:	DETERMINING FORM)	
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		DATA)	
)	
Examiner	:	Unknown)	

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STATEMENT OF OWNERSHIP INTEREST BY CARDIFF SOFTWARE, INC.

United States Patent and Trademark Office
P.O. Box 2327
Arlington, VA 22202

Dear Sir:

Applicant respectfully requests that this statement of assignment interests in U.S. Patent Application 09/804,835 be recorded with the U.S. Patent and Trademark Office. Applicant is in possession of an assignment document – an employment agreement.

Inventor Mark Rom has assigned his entire right, title and interest, for all countries in and to certain inventions relating to DETERMINING FORM IDENTIFICATION THROUGH THE SPATIAL RELATIONSHIP OF INPUT DATA, as described in Application 09/804,835, to Cardiff Software, Inc. (hereinafter "Cardiff"). Cardiff is located at 3220 Executive Ridge Drive, Vista, California, 92083, United States of America. Inventor Mark Rom signed an Employment Agreement with Cardiff on April 30, 1998.

Inventor Mark Rom agreed on April 30, 1998, as a term of employment, that any invention discovered during his employment with Cardiff ("Employer") would be the absolute property of Cardiff. The invention disclosed in Application 09/804,835 was discovered while

Appl. No. : 09/804,835
Filed : March 13, 2001

Mark Rom was employed with Cardiff and the invention is applicable to business carried out by Cardiff. Section 2 of his Employment Agreement clearly states that "[A]ccordingly, Employee will disclose, deliver, and assign to Employer all such patentable inventions, discoveries, and improvements; trade secrets; and all works subject to copyright, and Employee agrees to execute all documents, patent applications, and arrangements necessary to further document such ownership and/or assignment and to take whatever other steps may be needed to give Employer the full benefit of them." A copy of the Employment Agreement, specifying the terms and conditions of Mark Rom's employment with Cardiff is being recorded.

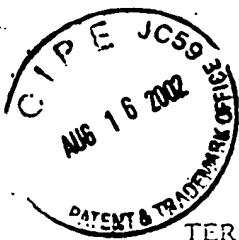
Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: 8/12/02

By: _____

John M. Carson
Registration No. 34,303
Attorney of Record
620 Newport Center Drive
Sixteenth Floor
Newport Beach, CA 92660
(619) 235-8550



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TERMS OF EMPLOYMENT FOR KEY EMPLOYEES

THIS AGREEMENT is a legally binding contract between Cardiff Software, Inc., ("Employer"), as employer, and Mark Row, ("Employee") as a key employee of Employer. This Agreement is intended to protect important interests of Employer, particularly valuable technology and business interests that Employer has acquired since its inception. In addition, this Agreement is intended to provide a way for Employer to prevent unfair competition in its industry. It is hoped that in the long run the terms of this Agreement will be a benefit, rather than a burden, to all personnel by promoting the welfare and success of Employer as a leader in its industry.

Employer believes that the terms of this Agreement are fair and reasonable. Many of these terms merely restate or clarify policies and legal obligations that are already in effect. Employee acknowledges that this agreement was presented verbally as a condition of employment in all offers of employment by Employer and that continuance of employment and the willingness of Employer to grant Employee access to its trade secrets and business information are contingent upon entering into this Agreement.

This Agreement does not replace or alter any written policies or agreements already in effect. Nothing in this Agreement should be construed as a guarantee that your employment will continue for any specific period of time. Unless otherwise agreed in writing, either party may terminate employment at any time without cause, and Employer reserves the right to change the terms of compensation or to reassign employees to any area at any time.

Section 1

SCOPE OF DUTIES

1.1 While employed by Employer, Employee will devote full business time, attention, skill, and effort exclusively to the performance of the duties that Employer may assign from time to time. During employment, Employee will not engage in any activities or render any services of a business or commercial nature for anyone other than Employer, unless approved in advance in writing by Joseph C. Larson or his successor as President of Employer is.

Section 2

OWNERSHIP OF INVENTIONS AND OTHER DEVELOPMENTS

2.1 Employer shall be entitled to own and control all proprietary technology and all financial, operating, and training ideas, processes, and materials, including works of expression and all copyrights in such works, that are developed, written, or conceived of by me during employment to the extent that they relate to Employer's current or potential business. Accordingly, Employee will disclose, deliver, and assign to Employer all such patentable inventions, discoveries, and improvements; trade secrets; and all works subject to copyright, and Employee agrees to execute all documents, patent applications, and arrangements necessary to further document such ownership and/or assignment and to take whatever other steps may be needed to give Employer the full benefit of them. Employee specifically agrees that all copyrightable materials generated or developed under this Agreement, including but not limited to computer programs and documentation, shall be considered works made for hire under the copyright laws of the United States and that they shall, upon creation, be owned exclusively by Employer. To the extent that any such materials under applicable law, may not be considered works made for hire, Employee hereby assigns to Employer the ownership of all copyrights in such materials, without the necessity of any further consideration, and Employer shall be entitled to register and hold in its own name all copyrights in respect of such materials.



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Section 3

CONFIDENTIALITY OF TRADE SECRETS AND BUSINESS INFORMATION

3.1 Employee acknowledges that during the course of my employment Employee may obtain access to trade secrets and confidential business information of Employer. Under the law, a trade secret is a type of intangible property, and its theft is a crime in most states. A trade secret generally consists of valuable, secret information or ideas that Employer collects or uses in order to keep its competitive edge. Examples of trade secrets are system designs, program materials (including source and object code and system and user documentation), operating processes, equipment design, product specifications, and any other proprietary technology. Confidential business information, which Employer also treats as proprietary, consists of all other competitively sensitive information kept in confidence by Employer. Examples of confidential business information are selling and pricing information and procedures, customer lists, business and marketing plans, and internal financial statements.

3.2 Employee agrees not to use or disclose any trade secrets of Employer at any time except as necessary to perform my duties for Employer. Employee also agrees not to use or disclose any confidential business information until 5 years after the termination of employment, except as necessary to perform my duties for Employer. These restrictions do not apply to any information generally available to the public or any information properly obtained from a completely independent source.

Section 4

TERMINATION OF EMPLOYMENT

4.1 At the time employment is terminated, Employee agrees to participate in an exit interview conducted by Joseph C. Larson or his successor as President of Employer for the purpose of finalizing any remaining issues and assuring a proper transition.

4.2 On or before the termination of my employment, Employee will return all records, materials, and other physical objects relating to employment, including tools, documents, papers, computer software, and passwords and other identification materials. This obligation applies to all materials relating to the affairs of Employer or any of its customers, clients, vendors, or agents that may be in my possession or control.

SECTION 5

PROHIBITION AGAINST COMPETITIVE ACTIVITIES AFTER EMPLOYMENT

5.1 FOR A PERIOD OF TWO YEARS FOLLOWING THE TERMINATION OF MY EMPLOYMENT WITH EMPLOYER, EMPLOYEE WILL NOT ENGAGE IN ANY OF THE PROHIBITED ACTIVITIES SPECIFIED IN EXHIBIT A, ANYWHERE IN THE WORLD.

5.2 Employer has made every effort to limit the terms of this obligation to what is absolutely necessary to protect its interests, even though it is facing intense, worldwide competition in a large and diverse industry.

5.3 This obligation shall apply regardless of whether employment is terminated with or without cause and shall apply at the election of either party.

5.4 FOR A PERIOD OF TWO YEARS FOLLOWING THE TERMINATION OF MY EMPLOYMENT WITH EMPLOYER, EMPLOYEE AGREES TO NOTIFY EMPLOYER IN WRITING EACH TIME I ACCEPT ANY NEW JOB FOLLOWING THE TERMINATION OF MY EMPLOYMENT, DISCLOSING THE NAME OF MY NEW EMPLOYER AND THE NATURE OF MY NEW JOB. EMPLOYEE AGREES THAT EMPLOYER MAY CONTACT MY NEW EMPLOYER WHENEVER I ACCEPT A NEW JOB, TO MAKE SURE THAT I AM IN COMPLIANCE WITH THE TERMS OF THIS AGREEMENT.

Section 6

PROHIBITION AGAINST UNFAIR RECRUITING PRACTICES

6.1 Employee agree to notify Joseph C. Larson or his successor as President of Employer if Employee is contacted by a competitor of Employer for the purpose of having me accept a job involving Prohibited Activities as specified in Exhibit A, anywhere in the world at any time during my employment.

6.2 During my employment and for two years afterwards, Employee will not solicit or recruit any other people who are then employees of Employer, for the purpose of encouraging them to join in any other business activity or enterprise whatsoever, if Employee became acquainted with those people or worked with them in connection with my employment with Employer.

Section 7

OTHER TERMS

7.1 The terms of this Agreement shall survive termination of employment.

7.2 If any term of this Agreement is found to be unlawful or unenforceable in any respect, the courts shall enforce such term, in whole or in part, and all other terms of this Agreement, to the fullest extent possible.

7.3 Irreparable harm should be presumed if this Agreement is breached in any way. Damages would be difficult if not impossible to ascertain, and the faithful observance of all terms of this Agreement is intended to protect the proprietary rights of Employer. Furthermore, this Agreement is intended to protect the proprietary rights of Employer in important ways, and even the threat of any misuse of the technology of Employer would be extremely harmful because of the importance of that technology. In light of these considerations, Employee agrees that a court of competent jurisdiction should immediately enjoin any breach of this Agreement, upon Employer's request, and Employer is released from the requirement of posting any bond in connection with temporary or interlocutory injunctive relief, to the extent permitted by law.

This Agreement shall be governed by and enforced under the laws of the State of California.



Exhibit A

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PROHIBITED ACTIVITIES


1. All activities involving, supporting, promoting, selling, marketing, advertising, designing, creating and producing of any products directly competitive with the products of Employer. This restriction is intended to apply to any future products which may be conceived of, planned, designed, studied during Employee's employment by Employer as well as the Teleform and Fax Router software products currently under development.
2. Disclosure, in writing or verbally, of internal company operating procedures, management methods, intra-company disagreements and interpersonal relationships between employees of the company.

I have read and understand the above described restrictions on my activities.

Employee

EMPLOYEE ACKNOWLEDGES THAT, BEFORE SIGNING THIS AGREEMENT, EMPLOYEE WAS GIVEN AN OPPORTUNITY TO READ IT, EVALUATE IT, AND DISCUSS IT WITH PERSONAL ADVISORS AND WITH REPRESENTATIVES OF EMPLOYER.

EMPLOYEE:


Signature

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Name (typed or printed)

Social Security No. 567 87 3745

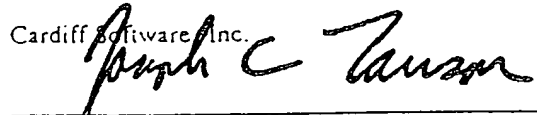
Address: 1580 S. Juniper #19
Escondido CA 92025

Date: 4/30, 19 98

Accepted:

EMPLOYER:

Cardiff Software, Inc.


by Joseph C. Larson, President



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Case Docket No. CARDIFF.051A
Page 1

Gp/2621
PATENT

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Filed : March 13, 2001
For : DETERMINING FORM
IDENTIFICATION
THROUGH THE SPATIAL
RELATIONSHIP OF INPUT
DATA
Examiner : Unknown
Art Unit : 2621

I hereby certify that this correspondence and all marked attachments
are being deposited with the United States Postal Service as first
class mail in an envelope addressed to: United States Patent and
Trademark Office, P.O. Box 2327, Arlington, VA 22202, on

8/12/02
August 12, 2002

John M. Carson, Reg. No. 34,303

UNITED STATES PATENT AND TRADEMARK OFFICE
P.O. Box 2327
Arlington, VA 22202

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Sir:

Transmitted herewith in the above-identified application:

- (X) Establishment of Right of Assignee to Take Action and Revocation and **Power of Attorney** and copy of Decision According Status Under 37 CFR 1.47(b).
- (X) Statement of Ownership Interest by Cardiff Software, Inc. (as Recorded in the U.S. Patent and Trademark Office).
- (X) Terms of Employment for Key Employees (as Recorded in the U.S. Patent and Trademark Office).
- (X) Return prepaid postcard.
- (X) Please charge any additional fees, including any fees for additional extension of time, or credit overpayment to Deposit Account No. 11-1410.

John M. Carson
Registration No. 34,303
Attorney of Record